

AGREEMENT

BETWEEN THE

FRANKLIN TOWNSHIP BOARD OF EDUCATION

AND THE

FRANKLIN TOWNSHIP

SCHOOL ADMINISTRATORS' ASSOCIATION

(Barnes)

X JULY 1, 1987 - JUNE 30, 1989

REPRESENTATIVES

MR. FRANK MCDONOUGH, ESQ. - FRANKLIN TOWNSHIP BOARD OF EDUCATION
KENNEY & KENNEY LAW FIRM

F.T.S.A.A. NEGOTIATIONS TEAM

MR. WILLIAM WESTFIELD - TEAM CHAIRMAN

DR. JACK PIRONE - SPOKESMAN

MR. PATRICK DOLAN - MEMBER

MRS. NANCY MASON - MEMBER

SALARY DISTRIBUTION PLAN COMM.

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MR. ROBERT SHILLITO - CHAIRMAN - SALARY FACTOR GUIDE COMMITTEE

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Prepared: October 30, 1987

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PREAMBLE

This agreement is entered into this first day of July, 1987 by and between the Board of Education of the Township of Franklin, Somerset, New Jersey, hereinafter called the "Board" and the Franklin Township School Administrators' Association, hereinafter called "F.T.S.A.A." and/or "Administrators".

WITNESSETH:

WHEREAS, The Board recognizes and supports its obligations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1 et seq., as amended, to negotiate with the F.T.S.A.A. as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the F.T.S.A.A. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel under contract, on leave, now employed, or employed any time during the contract year by the Board including, but not limited to

Principals
Assistant/Vice-Principals
Directors
Supervisors
Assistant Supervisors

and others whose terms of employment and/or assigned duties include responsibilities of staff evaluation.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin in the calendar year preceding the calendar year in which the Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board, and the F.T.S.A.A. and shall apply to all Association employees.

B. During negotiation, the Board and the F.T.S.A.A. shall present relevant data, exchange points of view and make proposals and counter-proposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. It is understood that any agreement reached by the bargaining teams must be ratified by their respective principals.

D. 1. Within a reasonable time prior to the meeting, each party shall submit to the other an agenda covering matters they wish to discuss.

2. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

4. Upon written request by the Association President, the Board agrees to make known to the President when and where the information is available that the Board is required by law to release.

ARTICLE III

GRIEVANCE PROCEDURE

A.1. A "grievance" is a claim by an Administrator, group of Administrators, or the Association, based upon the interpretation, application or violation of policy, agreements or administrative decisions affecting them. In no event shall a grievance, as defined aforesaid, be subject to Level Five of the Grievance Procedure set forth herein.

2. A grievance, which is subject to all five levels of the Grievance Procedure set forth herein, shall be a claim by an Administrator, group of Administrators or the Association, confined to and based upon an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement.

B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. Both parties to this Agreement agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of Administrators to Representation

1. Any Administrator may be represented at all stages of the Grievance Procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.

2. Even when an Administrator is not represented by the Association in the processing of the grievance, the Association shall, at the time of the submission of the grievance, at Level Two, be notified that the grievance is in process and have the right and responsibility to be present and present its position in writing and shall receive a copy of all decisions rendered.

D. Procedure - Grievance Steps

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.

3. Time limits may be extended at any step in the proceeding by mutual written consent.

ARTICLE III
GRIEVANCE PROCEDURE
CONTINUED

4. In the event a grievance is filed at such time it cannot be processed through all the steps in this Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to an employee, the time limits set forth herein shall be adjusted by mutual written consent so that the Grievance Procedure may be completed as soon after the school year as is practicable.

5. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his/her Superintendent and supervisors, to perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

6. The number of days indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the Grievance Procedure

1. Level One:

Any Administrator who has a grievance shall file written notice with the immediate supervisor, within fifteen (15) school days from the day after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Upon receipt of the aforesaid written notice, the immediate supervisor shall meet with the grievant as soon as is practical in an attempt to resolve the matter informally at that level.

2. Level Two:

If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall set forth his/her grievance in writing, on the form jointly developed and provided by the Board, to his/her immediate supervisor.

The immediate supervisor of the grievant shall meet with the grievant in an attempt to resolve the matter as quickly as is practical.

The immediate supervisor of the grievant shall communicate his/her written decision to the grievant and the Association within five (5) school days of the receipt of the grievance.

ARTICLE III
GRIEVANCE PROCEDURE

CONTINUED

3. Level Three:

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she shall appeal the grievance in writing to the Superintendent within five (5) school days after the decision at Level Two, or ten (10) school days after the grievance was presented, whichever is sooner.

The Superintendent shall meet with the grievant in an attempt to resolve the matter as quickly as is possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his or her decision in writing to the Administrator, the Association and the immediate supervisor within fifteen (15) school days of the grievance or five (5) school days after meeting with the grievant.

4. Level Four:

If the Administrator is not satisfied with the disposition of his/her grievance at Level Three, he or she shall file his/her grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level Four or Five of the Grievance Procedure set forth herein:

- a. Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education or State Board of Education such as but not limited to questions of tenure, and suspension.
- b. Any matter which, according to law, is beyond the power of the Board of Education.
- c. A Claim of non-employment by a non-tenured Administrator.

The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance to the Superintendent whichever is sooner.

The grievance shall be submitted in writing to the Board through the Superintendent who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time.

ARTICLE III
GRIEVANCE PROCEDURE
CONTINUED

Such hearing shall be held within twenty (20) business days of receipt of the grievance. The Board shall give a decision forwarded by the Superintendent to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board. The Board reserves the right to refuse to hold a grievance hearing in the event the Board is in agreement with the action taken by the Superintendent at the previous step.

In the event the Board decided not to hold a grievance hearing, it shall communicate its decision to the aggrieved person within twenty (20) business days of receipt of the grievance.

5. Level Five

If the Administrator is not satisfied with the disposition of his/her grievance at Level Four, and the grievance is a claim confined to and based upon an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement, he/she may, unless otherwise precluded by the express provisions of this Agreement, within five (5) school days after a decision by the Board, request the Association in writing to submit the grievance to arbitration. Should the Association decided to submit the grievance to arbitration, it shall submit the same within fifteen (15) school days after receipt of the request by the Administrator. The Association shall notify the Board through the Superintendent of its request for arbitration. The Association shall submit the grievance to the PERC and the parties agree to be bound by the rules and regulations of the PERC. The following procedure will be used to secure the services of an arbitrator.

1. A request shall be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as arbitrator in the dispute in question.

2. In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedures of the Public Employment Relations Commission (PERC) for the selection of an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. The arbitrator shall have full and exclusive power to hear the issues submitted and make a final determination. Unless otherwise set forth in the within contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner whatsoever.

ARTICLE III

GRIEVANCE PROCEDURE

CONTINUED

F. The Costs of Arbitration:

1. Each party shall bear the total costs incurred by its members.
2. The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
3. Time lost by an Administrator due to the arbitration proceedings shall be with pay.
4. The filing fee will be borne by the moving party.

G. Miscellaneous

1. The Board and the Association shall insure the individual's freedom from restraint, interference, coercion, discrimination and reprisal in presenting his/her appeal, with respect to his or her personal grievance.
2. Commencing with Level Three and all subsequent levels, the decision by the Administration and/or the Board shall include a statement of the reasons for the position taken at that level.
3. If, in the judgment of the Association, a grievance affects a group or class of Administrators, the Association may submit such grievance in writing to the Superintendent. The processing of such grievance shall commence at Level Three.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

ADMINISTRATORS RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 123, P.L. 1974, as amended, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join and support the F.T.S.A.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, P.L. 1974, as amended, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the F.T.S.A.A. and its affiliates, his/her participation in any activities of the F.T.S.A.A. and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided elsewhere.

D. No Administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedures herein set forth in ARTICLE III (up to Level 4 only).

E. Whenever any Administrator is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his/her employment, he/she shall be given 48 hours prior, written notice if feasible of the reasons for such a meeting or interview and shall have (a) representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in compliance with the pertinent statutes.

The F.T.S.A.A. shall have the right to be present to protect the interests not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

ARTICLE IV

ADMINISTRATORS RIGHTS AND RESPONSIBILITIES

CONTINUED

F. The Board and the Association agree that as a matter of practice, negative criticism by a Board of Education member and/or immediate supervisor, of an Administrator, shall be offered in a private, confidential setting to the Administrator.

G. It shall be the responsibility of each Administrator to carry out those duties and responsibilities required of them by the Superintendent of Schools, as executor of the policies of the Board of Education.

H. The Administrator's Negotiations Team shall be provided with opportunities to discuss contract proposals relevant to the F.T.S.A.A.'s contract under consideration by the Board's Negotiations Committee; and to offer recommendations and advice concerning their implementation and their effect on the educational program.

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association or its representatives shall have the right to enter and to use school buildings in conformity with the policies and procedures of the Board of Education. There shall be no capricious or arbitrary restrictions placed upon such use. Under extenuating circumstances, provision for the granting of requests for building use on the basis of a notice less than the time period specified by the policy is acknowledged.
- B. The Association shall have the right to the use of school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, by the Superintendent, which approval shall not be withheld arbitrarily.
- C. The Board shall supply the Association annually with an up-to-date copy of the Board Policy Book.
- D. The Board shall supply each Administrator with an up-to-date copy of the most recent F.T.E.A. Agreement.
- E. Association meeting dates shall be listed on the school calendar in accordance with current practices.
- F. The President of the Association may absent himself from his duties one full day per month, with pay, to perform Association business.
- G. The Association agrees to encourage its members to comply with policies, rules and procedures of the Board of Education, providing such policies, rules and procedures are not contrary to the provisions of this Agreement.
- H. The Board of Education shall seek and provide opportunities for F.T.S.A.A. input into the development of the annual school calendar.

ARTICLE VI

BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and under the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Board reserves the responsibility and exclusive authority to manage and direct, on behalf of the public, all the operations and activities of the Franklin Township School District to the full extent authorized by law.

ARTICLE VII

ADMINISTRATORS' WORK YEAR

- A. The Contractual Year for twelve (12) month Administrators shall consist of:

219	Working days
22	Vacation Days (Paid)
18	Holidays (Paid) as follows:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Working Day after Christmas
New Year's Eve Day
Martin Luther King Observance
Washington's Birthday
Good Friday
Easter Monday
Memorial Day

Six (6) additional days during the Christmas or Spring Recess, or at another time with prior approval of the Superintendent.

Two (2) Convention Days (NJEA State Convention Law)

- B. Paid Holidays shall be granted in accordance with the Board adopted calendar, but not less than 18 days annually.
- C. Twelve (12) month Administrators with ten (10) or more years of Service in the District shall receive one (1) additional paid vacation day.

ARTICLE VII

ADMINISTRATORS' WORK YEAR

CONTINUED

- C. The Contractual Year for ten and one-half (10½) month Administrators shall consist of:
- 197 Working Days - Specific days subject to administrative approval.
- D. Paid Holidays shall be in accordance with the Board adopted calendar.
- E. Administrators assigned to a ten and one-half (10½) month Contractual Work Year may be assigned additional work during the summer by the Board. Such additional work shall be paid at a per diem rate based on the annual salary.
- F. If the Board plans to make such additional assignments, affected Administrators shall be notified of the assignment not later than April 30 so as to permit planning of summer schedules.

ARTICLE VIII

ADMINISTRATOR EMPLOYMENT

- A. Any Administrator new to the Franklin Township School District may be given credit for maximum of twelve (12) years approved prior service. The types of prior service that can be considered for credit and the related limitations are as follows:
1. Teaching, supervisory or administrative experience in public or approved private schools up to a maximum of twelve (12) years credit.
 2. Non-teaching experience that is directly related to the assigned teaching position up to a maximum of two (2) years. The Superintendent of Schools, with Board approval, may grant credit for this type of service. The Superintendent shall determine whether or not any given non-teaching experience is related to Administration only at the time of initial employment.
 3. Active military and/or Peace Corps service up to a maximum of four (4) years after presenting evidence of honorable service.
 4. National Teacher Corps and/or VISTA service up to a maximum of one (1) year of credit.
- B. Any combination of the three types of prior experience listed above may be used to accumulate up to the limit of twelve (12) years' credit for prior service. The limitations within each type of service always pertain and cannot be exceeded. Any former administrator covered under this policy who is returning to service in the Franklin Township School District may receive credit for satisfactory prior service/experience in this school district in addition to any approved experience granted under this policy.
- C. Administrators employed prior to January 1st shall be notified of their contract and salary status for the succeeding year no later than April 30.

ARTICLE IX

SALARIES

- A. The salaries for all Administrators covered by this Agreement are set forth in APPENDIX A.
- B. In order to qualify for the Master +15 or the Master +30 Credit, the Administrator must have accumulated the said amount of credits beyond the Bachelors Degree, earned before or after but not included in the credits earned for the Masters Degree.
- C. In order for an Administrator to be eligible to receive pay in accordance with an advanced degree, he/she must have earned his or her advanced degree from a school accredited by an accrediting agency (in the field of education) and recognized as such by the State Department of Education for purposes of certification.
- D. Effective July 1, 1987, Administrators shall receive a salary increase of an average 7.5% over the 1986-87 total base for a twenty-five member unit. (Including the newly appointed Administrators).
- E. Effective July 1; 1988, Administrators shall receive a salary increase of an average 7.5% over the 1987-88 total base for the unit.
- F. Distribution of the salary increases shall be in accordance with the Distribution Chart contained in Appendix A.
- G. When a payday falls on or during a school holiday, vacation, or weekend, Administrators shall receive their paychecks on the last prior workday, in accordance with present practice.
- H. The schedule of payments shall be consistent with the District teaching staff, the 15th of the month and the last working day of the month.
- I. Administrators may individually elect to have a portion of their salary deducted as part of a savings plan. The secretary of the Board of Education is authorized to deposit the funds in such institution as the several employees' Associations may agree upon. Bank books shall be made available to administrators upon request, at any time during the school year.

ARTICLE X

ADMINISTRATOR ASSIGNMENT

- A. All Administrators shall receive a written notice of their tentative assignments, salary and building assignment for the following school year by April 30th, subject to administrative change in the event of material change in circumstances or emergencies.
- B. Upon the instance of a known vacancy due to retirement of an Administrator or for other reasons which would leave an administrative post vacated for any specified amount of time, the Superintendent of Schools shall post and attempt to fill the position on or before the departure of the individual Administrator.
- C. Supervisors will not teach more than the following number of classes per day:
 - 1. Supervisors with ten (10) or less teachers in their subject area/department shall teach three (3) classes.
 - 2. Supervisors with twenty (20) or less teachers in their subject area/department shall teach two (2) classes.
 - 3. Supervisors with twenty-five (25) or less teachers in their subject area/department shall teach one (1) class.
 - 4. Supervisors with more than twenty-five (25) teachers shall not teach classes.

ARTICLE XI

TRANSFER

- A. An Administrator who desires a change in assignment shall file a written request with the Superintendent by April 15. Such written request shall be acknowledged in writing by the Superintendent. The request shall be renewed each year should the Administrator continue to desire a transfer.
- B. In the case of proposed INVOLUNTARY TRANSFER, the same shall be discussed with the Administrator involved prior to such transfers.
- C. No reprisals shall be taken against an Administrator as a result of a request for transfer.
- D. Notice of INVOLUNTARY TRANSFER or REASSIGNMENT shall be given to Administrators as soon as is practicable and except in cases of emergency, not later than May 15th. The determination of emergency shall be within the discretion of the Superintendent. An Involuntary Transfer shall not be subject to the grievance procedure.
- E. Administrators being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to their recorded preference among those positions which are vacant.

ARTICLE XII

POSTING OF VACANCIES

- A. The Superintendent of Schools will post at the district office, and in each school during the school year, lists of all known vacancies in administrative positions. A copy of such lists will be sent to the Association.
- B. Where special qualifications are required for the vacant position, such qualifications, to include the Job Description for the posted position, shall be listed/attached to the notice of vacancy.
- C. Administrators who desire to apply for a vacant position which may be filled during the summer when school is not in session, shall be informed by regular mail sent to their summer residence. The Superintendent shall notify all Administrators of any vacancy in a position for which they may desire to apply. Such notification shall be given no less than ten (10) business days before the final date of applications. In addition, the Superintendent shall post all announcements of vacancies to be filled during the summer period at the Administration offices. A copy of said announcements shall be sent to the Association President.
- D. Administrators who desire to apply for such vacancies shall submit their applications to the Superintendent, in writing, within the time limit specified in the notice.
- E. Applicants who are not to be interviewed for said vacancies shall be notified as soon as is practicable.
- F. All Administrators shall be provided the opportunity to make application for posted vacancies. Provided all other factors are equal, preference shall be given to qualified Administrators already employed by the Board in filling such vacancies.

ARTICLE XIII

ADMINISTRATOR EVALUATIONS

- A. All Administrators shall be evaluated in accordance with the following procedures:
 - 1. Non-tenured Administrators shall be evaluated at least three times per year by the Superintendent or his designee.
 - 2. Tenure Administrators shall be evaluated at least once per year by the Superintendent or his designee.
- B. An appropriate evaluation form as is currently in use shall be utilized for evaluation of tenured and non-tenured personnel.
- C. All such evaluations shall be made, in writing, followed by a conference with the Administrators and an opportunity to disagree or concur with its content verbally and in writing. All such correspondence shall become part of the Administrators personnel file.
- D. Administrators shall be required to either sign or initial evaluations reports. In the event the Administrator refuses to sign or initial the report, the Evaluator will so note this on his/her report and enter it into his/her file. Signing or initialing of evaluation reports by the Administrator does not necessary indicate agreement with the report, only that he/she has been made aware of its contents and has received a copy of said report.
- E. Administrators shall be provided the opportunity to attach their written comments to evaluation reports thereby making them a part of that report and file. Contents of the evaluation shall not be subject to the grievance procedure except where provided by law.
- F. The final evaluation of the school year for all Administrators is to be completed no later than July 15 of the school year in which the Administrator's performance is being evaluated.

ARTICLE XIII

ADMINISTRATOR EVALUATIONS

CONTINUED

- G. All Administrators represented by the Association shall be permitted reasonable perusal of their personnel file excluding confidential materials from college placement offices, prior employers or personnel references that were obtained at the time of his/her employment. The administrator shall review his/her file in the presence of the administrator responsible for the maintenance of personnel files and will be informed of the inclusion of any memoranda in his or her personnel file and be allowed an opportunity to place written communications in such file in response to material placed in the file. Nothing shall be placed in such personnel file without the immediate knowledge of the Administrator.

ARTICLE XIV

SICK LEAVE

- A. Administrators on a ten (10) month contract shall be allowed ten (10) days sick leave per year.

Administrators on a twelve (12) month contract shall be allowed twelve (12) days sick leave per year.

Administrators whose contracts are extended during the summer for continuation of the regular duties shall be allowed eleven (11) sick days per year.

- B.1. If any Administrator requires, in any school year, less than the specified number of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.

2. Sick leave is defined to mean absence of the Administrator because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease, or to care for an ill family member.

- C.1. There shall be established a reserve of sick leave days for restricted use, by members of the Association covered by this Agreement, in cases of emergency or exceptional need. Said "sick leave bank" shall be established by applying a rate of one day per Association member covered under this Agreement as employed on the fourth Friday following the beginning of school each fall. None of the said "sick leave bank" shall be accumulative from year to year.

2. The use of days from the "sick leave bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Superintendent and the Association. The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Superintendent and Association. The sick days to be awarded from this "bank" will apply only in cases where all of the individual's accumulated sick leave and partially compensated leave, has been used.

- D. Administrators shall be given a written statement of all sick leave days each school year.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

Leaves of absence with pay, or without pay where so indicated, may be granted for the following reasons upon the approval of and in the discretion of the Superintendent of Schools of the Board of Education.

- A. A death in the family entitles an Administrator to the following leave days:
 - 1. Death in the immediate family: FIVE (5) days with pay. Relationships in this category include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, or any member of the family living in the household of the employee.
 - 2. Death in the family - not immediate; One (1) day's leave with pay, includes aunt, uncle, grandparent, niece, nephew, grandchild, grandparents of spouse, first cousin, brother-in-law, sister-in-law.
 - 3. These days allowed for the Temporary Leaves of Absence are not deducted from sick leave.
- B. Administrators shall be eligible to receive three (3) days personal leave per year. Notification should be made to the Superintendent in advance when possible. Except for extenuating circumstances and subject to approval by the Superintendent, no personal leave days shall be granted on in-service training days or immediately before or after holidays, unless the Administrator is in attendance or on approved leave on the last working day before and the first working day after the holiday.
- C. Unused days of personal leave shall be accumulated as sick leave.
- D. Personal leave shall be used only to conduct necessary business which cannot be scheduled outside of regular working hours and shall in no case be used for vacation or other leisure time purpose.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

1. Pursuant to this section and following any leave of absence, the Administrators shall be assigned to the same position he or she held at the time the leave commenced, if feasible, and he/she shall be entitled to all benefits as of the time the leave commenced.

A. MATERNITY LEAVE shall be granted subject to the following:

1. Any female Administrator shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.
2. In the absence of such a leave, any pregnant Administrator shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes and to return to her duties when physically able to do so.
3. An Administrator granted maternity leave, shall upon resuming her regular duties, be eligible for the same salary she would have received had she completed the school year in which the leave was granted, assuming the leave was granted after January 31.
4. Both parties agree to comply with Title VII, U.S. Code of the Civil Rights Act of 1964, as may be amended, and the policies of this Agreement.

B. Any Administrator seeking maternity child care leave shall apply, in writing, to the Board at least thirty (30) days prior to the beginning of such leave unless an emergency prevents such notice. At the time of application, the employee shall specify in writing the date on which she wishes to return to work after birth. The application of the employee must be accompanied by a physician's certificate verifying pregnancy, and supporting the requested maternity child care leave duties.

C. Exchange or FOREIGN ADMINISTRATIVE LEAVE provisions shall include:

1. A one (1) year leave of absence shall be granted for exchange or Foreign Administrative duties.
 - a. The Administrator shall have been an employee of the Board and obtained tenure and shall agree to return to this system for a least one (1) full year following the leave of absence.

ARTICLE XVI

EXTENDED LEAVE OF ABSENCE

CONTINUED

2. Salary and payments to the Pension and Annuity Fund shall be determined necessarily by the conditions of the exchange agreement.
 3. Experience credit on the salary guide shall be granted for exchange or Foreign Administrative duties. Upon return, the Administrator's salary shall be adjusted in accordance with any changes made in the guide during his or her leave of absence.
- D. Extended leave for STUDY, TRAVEL, REST, RECUPERATION or other reasons will be provided under the following conditions.
1. Extended leave of absence for reasons other than illness may be granted without pay to Administrators for study, travel, rest, recuperation, and other reasons.
 - a. The Administrator shall be certificated and be tenured.
 - b. The length of leave shall be for either one (1) semester or for one (1) year, to be specified in the request.
 - c. The Administrator shall re-enter the school system at the beginning of the school year. Re-entry at other times may be made only at the convenience of the Franklin Township School District.
 - d. The Administrator shall agree to work in the Franklin Township School District for at least one (1) year after the leave of absence has been completed. This requirement may be waived by the Board when requested leave is for rest or recuperation.
 - e. No experience credit shall be granted on the salary guide for the duration of the leave of absence except for exchange or foreign Administrative duties, and up to four (4) years for military leave.
 2. The Administrator's new salary shall be adjusted in accordance with any change in the guide made during his or her leave.
 3. If the Administrator's degree status has changed during his or her leave, his or her salary shall be adjusted upon returning to the system.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

CONTINUED

- E. On application to the Board, via the Superintendent, a leave of absence, without pay, may be granted a tenured Administrator for up to one (1) year, who joins the PEACE CORPS, NATIONAL TEACHERS CORPS, VISTA, or serves as an exchange administrator or overseas administrator, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- F. MILITARY LEAVE shall be provided for enlistment in the Armed Forces of the United States. Such Administrator shall be reinstated to a position in the system with full credit including annual increments provided; however, that he/she makes application for reinstatement within three (3) months after discharge from the Armed Forces.
- G. A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of the Administrator's immediate family. No increment shall be earned during this period.
- H. Other Leaves of Absences may be granted by the Board for good reason.
- I. Pursuant to this section and following any leave of absence, the Administrator shall be assigned to the same position he or she held at the time the leave commenced, if feasible, and he/she shall be entitled to all benefits as of the time the leave commenced.
- J. The Board shall not be responsible for any payments to the Pension and Annuity Fund during the Administrator's leave of absence without pay.
- K. When deemed necessary, the Superintendent may require the Administrator taking leave and the person assuming the responsibilities of the position to spend sufficient time together in order that a smooth transition may be realized.
- L. The payment of salary in cases not covered by rules shall be determined by individual consideration by the Board
- M. All extension or renewals of leaves shall be applied for in writing, and the Board shall respond in writing in a timely manner.

ARTICLE XVII

TERMINAL LEAVE

Any Administrator who retires from the school district with fifteen (15) or more years of service in the Franklin Township School District shall be eligible for terminal leave pay to be computed at the rate of \$40.00 per day for each day of accumulated unused sick leave, in accordance with this Agreement and subject to the following procedures.

1. Notice of intention to retire shall be submitted to the Superintendent of Schools at least two (2) months before the final budget involving the year of retirement; and
2. Payment shall be calculated on the number of unused accumulated sick leave credited to the Administrator on the effective date of retirement.
3. The Board shall, in a timely manner, comply with all Federal and State requirements for submissions relative to retirement of Association members.

ARTICLE XVIII

AGENCY FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each Administrator who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.
- C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.
- D. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.
- E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c), et seq., and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, salary and dates of employment for all such employees.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Administrators working on a contractual basis of no less than half time on or before February 1st shall be eligible to receive up to \$500.00 reimbursement annually to defray the costs of approved college course credits; providing that such course credits are related to the Administrator's area of certification, unless otherwise approved by the Superintendent, and further, in order to be eligible for reimbursement the course grade must be either a "C" or higher or "pass" in a pass/fail system. Proof of successful completion of the course shall be submitted to the personnel office before payment can be made.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an Administrator is not an appropriate concern or attention of the Board except as it may directly prevent the Administrator from performing properly his/her assigned functions during the workday.
- B. Administrators shall be entitled to full rights of citizenship, and no religious or political activities of any Administrator or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Administrator providing said activities do not violate any local, state or federal law.

ARTICLE XXI

REDUCTION IN FORCE

- A. The Board shall carry out reductions in force in accordance with New Jersey Statutes and the rules and regulations of New Jersey Department of Education, and the same shall be subject to the first four levels of the Grievance Procedure only, and in no event subject to Arbitration (Level 5).
- B. There shall be no reduction in administrative staff during the life of this Agreement without prior notification to the Association.

ARTICLE XXII
INSURANCE PROTECTION

- A. The Board shall provide the health care protection designated below:
 - 1. The Board shall pay 100% of all individual and family coverage for Medical and Hospital Insurance and Rider "J".
 - 2. The Board shall pay 100% of all individual and family coverage for Major Medical Insurance.
- B. The Board shall provide a family dental program to bargaining unit members. The Board shall pay the full cost of the dental program.
- C. Any employee who voluntarily waives full family medical insurance as provided by Contract shall receive a stipend of \$700.00 per annum from the Board. Withdrawal must be effective for one (1) full year, but employees shall have the option to reconsider enrollment each year.

ARTICLE XXIII

TRANSPORTATION

- A. Generally an Administrator shall not be required to transport children in his or her own vehicle. If an Administrator is so required, the Board will pay a portion of the premium on liability coverage for said Administrator's vehicle as herein set forth:

Any Administrator whose assignment requires the transportation of students in his vehicle must file a Certificate of Insurance with the Secretary of the Board of Education, providing \$100,000.00/300,000.00 Liability Insurance and proper classification for this purpose. Upon approval by the Superintendent of Schools, the Administrator will receive up to \$50.00 reimbursement to bring his or her present insurance coverage up to the Board's requirements.

- B. All Administrators using their privately owned vehicle for transportation to activities directly related to their assignment shall be compensated at the current I.R.S. rate per mile of distance travelled.

ARTICLE XXIV

LIAISON COMMITTEE

The Liaison Committee of the Association will be established to meet with the Superintendent for the purpose of communication. Meetings of the Committee may be called by the Superintendent or by members of the Committee. The party requesting the meeting shall submit an agenda at the time of the request. Barring matters of urgency, meetings shall not be requested more frequently than once per month.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- A. The recommendations of the Educational Coordinating Council adopted as Board policy in May 1973 shall remain in full force and effect for the term of this Agreement and shall be subject to the binding arbitration provision contained in Article
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or handicap.
- C. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or applicants offered employment by the Board. The full cost of reproducing and distributing the copies of this Agreement shall be borne by the Board.
- D. During inclement weather conditions, when teaching staff members and other employees are not required to be present, administrators remain responsible to ensure that their assigned buildings are prepared to receive students when schools are reopened. However, administrators will not be required to be present in the buildings until such time as roads are clear and may be safely traversed.
- E. Notices under this Agreement shall be given by either party to the other by telegram or certified letter as follows:

To the Board: Amwell Road and Charles Street
 Somerset, New Jersey 08873

To the Association: President of F.T.S.A.A.

ARTICLE XXVI


DURATION OF AGREEMENT

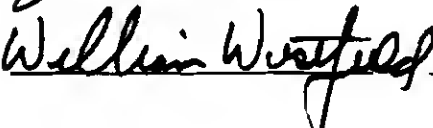
This Agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1989, subject to the Association's right to negotiate over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and/or Vice Presidents, and their corporate seals to be placed hereon, all as of the day and year first above written.

FRANKLIN TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

 11-24-87
President Date

 11-24-87
Date

FRANKLIN TOWNSHIP BOARD
OF EDUCATION

 P.E. 11/24/87
President Date

 11/24/87
Date



F. T. S. A. A.



FRANKLIN TOWNSHIP BOARD OF EDUCATION ADMINISTRATORS ASSOCIATION

SALARY DISTRIBUTION PLAN 1987-1989

NOTE: Data recorded... as submitted by: (1) Indiv. Admin. (2) Pers. Off. (3) Bd. of Ed. (4) Union, etc.

ADMINISTRATOR	CONTRACT	P O S I T I O N	DEGREE	ADMIN. EXP.	P. E. EXP.	86-87	87-88	88-89	LEG.
CHILCOT, D.	12	Principal, FHS	MA+10	12	2	62,250	65,985	70,603	
MADE, C.	12	Principal, BHS	MA+30	12	12	51,141	54,678	58,505	
PEYLA, E.	12	Principal, Hillcrest	MA+30	11.5	17	48,190	51,322	54,914	
COULT, R.	12	Principal, Eliz. Ave.	MA+60	21	21	56,757	60,546	65,234	* c
MACASALE, P.	12	Principal, MacAfee Road	MA+10	24	31	57,660	61,589	66,550	* c
HEXER, G.	12	Principal, Pine Grove Manor	MA+60	23	25	51,730	61,589	66,350	* c
PIRROE, J.	12	Principal, Conerly Road	ED.D.	21	25	56,446	60,546	65,234	* c
CRISHEN, C.	12	Principal, Fr. Fork/Kingston	MA+30	.6	14	48,190	51,081	54,658	
GRIPPO, W.	12	Director, AE/CE	MS+10	10	10	51,573	55,091	58,947	
LANDECKER, P.	12	Director, Basic Skills	MA+18	1	3	44,077	47,865	51,215	
HASON, N.	12	Director, Basic Skills	MA+30	8	23	41,228	51,360	55,404	* c
SHERREN, D.	12	Director, Pupil Pers.	BA	6	16	48,190	51,322	54,914	
DOLAN, P.	12	Director, Athletics	BA	12	26	47,017	50,673	55,670	* c
ADAMS, K.	12	V.P., FHS	MA+100	21	26	55,747	59,192	63,785	* c
CHALUPA, P.	12	V.P., SHS	MA+30	3	16	39,842	44,985	48,770	* c
JERGEN, D.	12	V.P., FHS	MS+30	13	23	49,991	53,340	57,523	* c
WESTFIELD, W.	12	V.P., FHS	MA+30	17	20	43,099	49,150	53,040	* c
BUCHKO, J.	10.5	Supervisor, Rel. Arts (7-12)	MA+60	20	24	45,755	48,600	52,026	* c
CHASE, C.	10.5	Supervisor, Music (K-12)	MA+24	.4	10	38,000	40,280	42,747	
DAVIS, W.	12	Ass't. Supv., Pupil Pers.	ED.D.	4	1	35,830	41,359	44,282	
LUDD, G.	10.5	Supervisor, Art (K-12)	MA+31	23	26	46,847	49,992	53,504	* c
JACKSON, V.	10.5	Supervisor, Soc. Studies (7-12)	MA+9	2.5	18	35,142	40,256	43,221	* c
BOLOSRI, S.	10.5	Supervisor, For. Lang./ESL (7-12)	MA+76	8	23	45,755	48,600	52,026	* c
WEINFIELD, G.	10.5	Supervisor, Health/P.E. (K-12)	MA+6	8	19	43,312	45,910	49,171	* c
GREEN, J.	10.5	Supervisor, Science (7-12)	MA+42	.1	19	36,071	38,755	42,078	* c

LEGEND:

- * = 1986-1987 salary confirmed by both Personnel and Business offices.
- c = Differential - 1987-1988
- * = Differential - 1988-1989
- * = Longevity "20 years in F.T." (\$100) 1987-1988
- * = Longevity "20 years in F.T." (\$450) 1988-1989
- * = Longevity "30 years in F.T." (\$250) 1988-1989

DISTRIBUTION FORMULA - PERCENT (%)

1987-1988 1st Year: 6% - 6%, per member, depending on Salary Range: Differential + Longevity.
1988-1989 (2nd Year): 7% to all members (Pro-rated); Differential + Longevity.

